



**CITY COUNCIL MEETING
AGENDA**

September 18, 2024

7:00 PM

Civic Center

The Granite Falls City Council will hold it's meeting in person. Comments in this meeting are encouraged and may be e-mailed to the city clerk in advance on the meeting or given in person.

Pages

1. **CALL TO ORDER (Via In Person & Online Via Zoom)**
Mayor Hartman called the City Council Meeting to order at 7:00 pm.
2. **FLAG SALUTE**
3. **ROLL CALL**
4. **CONSENT AGENDA**
 - 4.a AB 095-2024 Approval of September 4, 2024 Minutes 3
 - 4.b AB 096-2024 Approval of September 18, 2024 Claims Checks #414598 through 414636 and Two EFT's totaling \$1,565,812.37 7
 - 4.c AB 097-2024 Approval of Payroll Claims Checks #414596 through 414597 and 27580 through 27581 and Twenty-Four EFT's totaling \$127,581.82 8
5. **STAFF REPORTS**
 - 5.a Passport Dashboard 9
 - 5.b CD Staff Report 10
 - 5.c Public Works Staff Report 12
 - 5.d City Clerk Report
6. **PUBLIC COMMENTS/RECOGNITION OF VISITORS-NON-ACTION ITEMS**
(The public is encouraged to submit written comments prior to the meeting by emailing them directly to the city clerk at: darla.reese@ci.granite-falls.wa.us; and should be submitted no later than 5PM. Public comment speakers can sign up prior to the meeting, or wait for the public comment section of the meeting to be open by the presiding officer. Individual comments shall be limited to three minutes. Group comments shall be limited to five minutes).
7. **NEW BUSINESS**
 - 7.a AB 098-2024 Consideration to approve the Interlocal Agreement (ILA) for Emergency Management Services between Snohomish County and the 16

City of Granite Falls.

- | | | |
|------------|---|-----------|
| 7.b | AB 099-2024 Consideration to approve the City of Granite Falls' EFT Financial Policy | 60 |
| 7.c | AB 100-2024 9/25/2024 Council land use matters workshop - List of Issues | 63 |
| 7.d | AB 101-2024 CD Memo - new State legislation re local permitting timelines | 65 |

8. CURRENT BUSINESS

9. MAYOR'S COMMENTS (5 minutes)

10. COUNCIL COMMENTS (15 minutes)

11. CITY MANAGER (5 minutes)

12. ADJOURNMENT

The City of Granite Falls strives to provide access and services to all members of the public.



CITY COUNCIL AGENDA BILL

Subject: AB 095-2024

Action Recommended: Approval of consent agenda

Meeting Date: September 18, 2024

Date Submitted: September 4, 2024

Exhibit(s): September 4, 2024 Minutes

Originating Dept.: ☒ City Clerk

Approval(s): City Manager
Public Works
Finance
Planning
Attorney
Other: _____

Budgeted Amount: N/A
BARS Code:

Summary Statement:

The city council minutes are the official action taken and direction given at the meetings of the city council. Any councilmember may remove item(s) from the consent agenda for discussion and the item(s) would be voted on separately from the other consent agenda items.

Background:

N/A

Recommended Motion:

- 1) Motion to approve the minutes as shown. This can be accomplished as part of the motion to approve the consent agenda.
- 2) Motion to amend the [state date] minutes and approve the minutes as amended.



**CITY COUNCIL
MEETING MINUTES**

**September 4, 2024
7:00 PM
Civic Center**

City Council	Councilmember Hartman, Councilmember Glenn, Councilmember Griggs, Councilmember FitzGerald
Members Absent:	Councilmember Straughn
City Staff	Deputy City Manager Jeff Balentine

1. CALL TO ORDER (Via In Person & Online Via Zoom)

Mayor Hartman called the City Council Meeting to order at 7:00pm.

2. FLAG SALUTE

Mayor Hartman led Council, Staff and Audience in the Pledge of Allegiance to the flag.

3. ROLL CALL

Deputy City Manager Balentine verbally called out the council names and took note of the attendance.

Resolution Number: Moved to excuse Councilmember Straughn from meeting.

Moved by: Councilmember FitzGerald

Seconded by: Councilmember Glenn

Carried

4. CONSENT AGENDA

Resolution Number: Motion to approve the consent agenda.

Moved by: Councilmember Glenn

Seconded by: Councilmember Griggs

- 4.a AB 090-2024 Approval of August 21, 2024 Minutes
- 4.b AB 091-2024 Approval of August 28, 2024 Special Meeting Minutes
- 4.c AB 093-2024 Approval of September 4, 2024 Claims Checks #414557 through 414595 totaling \$620,895.08
- 4.d AB 094-2024 Approval of Payroll claims checks #27579 and Nineteen EFT's totaling \$74,664.40

5. **STAFF REPORTS**

5.a **Passport Dashboard**

Deputy City Manager Balentine stated this is the slower time of year for passports. He also mentioned the financial side that the books had been closed for August and gave a quick overview of the funds and an update of the Wastewater Treatment Plant project.

5.b **CD Staff Report**

Community Development Director Jensen was absent from the meeting and there was no discussion or questions regarding his report.

5.c **Public Works Staff Report**

Operations Supervisor White included his report in the packet. City Manager Kirk was absent from tonight's meeting and there were no questions on the report.

5.d **City Clerk Report**

City Clerk Reese included her report in the packet. She was absent from tonight's meeting and there were no questions on her report.

6. **PUBLIC COMMENTS/RECOGNITION OF VISITORS-NON-ACTION ITEMS**

No one signed up to speak or chose to speak during this portion of the meeting.

7. **NEW BUSINESS**

There were no New Business items on the agenda to discuss.

8. **CURRENT BUSINESS**

There were no Current Business items on the agenda to discuss.

9. **MAYOR'S COMMENTS (5 minutes)**

Mayor Hartman mentioned the following items:

- Heidelberg Conditional Use Permit Public Outreach Committee meeting again soon.

- Attended the EASC mixer at the Mill in Lake Stevens with City Manager Kirk
 - Kirk Pearson & Brian Smith (CEO of VOA) also were in attendance
- 911 Remembrance Ceremony (on 9/11/2024 at 10AM behind fire department)

10. COUNCIL COMMENTS (15 minutes)

Councilmember FitzGerald reminded everyone of the following items:

- Joint land use comp plan workshop on 9/25 at city hall with Eric
- Friday night - first football game at 7pm Tiger stadium

Councilmember Glenn had no comments.

Councilmember Griggs had no comments.

11. CITY MANAGER (5 minutes)

City Manager Kirk was absent from tonight's meeting.

12. ADJOURNMENT

City Clerk Darla Reese, MMC

Mayor Matthew Hartman



CITY COUNCIL AGENDA BILL

Subject: AB 096-2024

Approval(s): ☒ City Manager

Public Works

☒ Finance

Planning

Attorney

Other: _____

Action Recommended: Approval of consent agenda

Meeting Date: September 18, 2024

Date Submitted: September 13, 2024

Exhibit(s): None

Originating Dept.: Deputy City Manager

Budgeted Amount: \$1,565,812.37

Fund(s):

001 Current Expense = \$34,405.63

101 Streets = \$4,506.50

303 Cif/Streets = \$16,948.72

401 Water = \$66,637.50

402 Cif/Water = \$200.10

403 Sewer = \$72,053.77

404 Cif/Sewer = \$1,369,406.92

405 Storm Drainage = \$1,565.98

630 Trust Agency = \$87.25

Summary Statement:

Claims are for September 5, 2024 through September 18, 2024.

Background:

N/A

Recommended Motion:

- 1) Motion to approve the claims as presented. This can be accomplished as part of the motion to approve the consent agenda.
- 2) Motion to amend the [state date] claims and approve the minutes as amended.



CITY COUNCIL AGENDA BILL

Subject: AB 097-2024

Approval(s): ☒ City Manager

Public Works

☒ Finance

Planning

Attorney

Other: _____

Action Recommended: Approval of consent agenda

Meeting Date: September 18, 2024

Date Submitted: August 31, 2024

Exhibit(s): None

Originating Dept.: Deputy City Manager

Budgeted Amount: \$127,581.82

Fund(s):

001 Current Expense = \$56,337.72

101 Streets = \$10,663.99

401 Water = \$20,810.09

403 Sewer = \$34,429.97

405 Storm Drainage = \$5,340.05

Summary Statement:

Payroll claims are for August 16, 2024 through August 31, 2024.

Background:

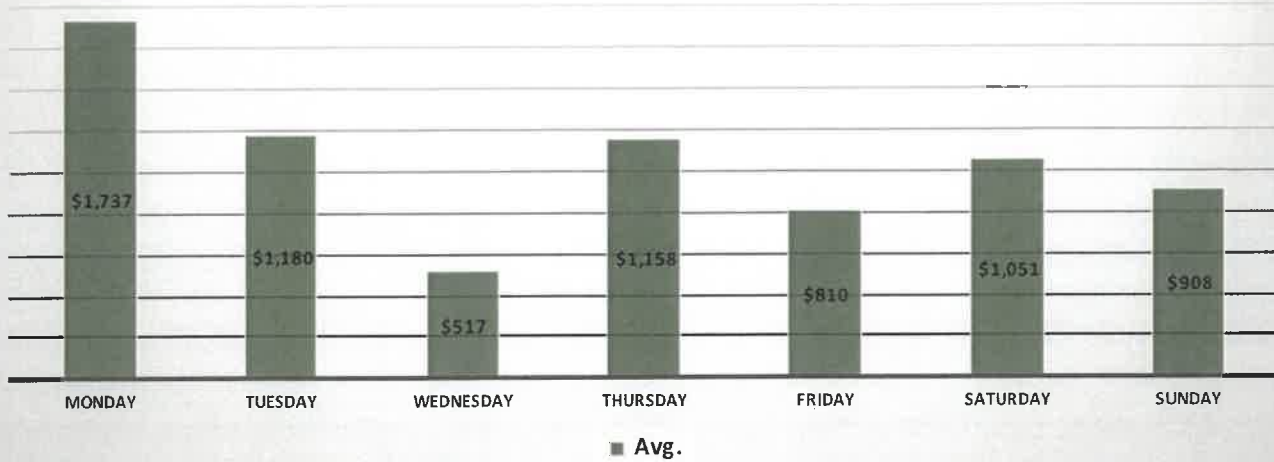
N/A

Recommended Motion:

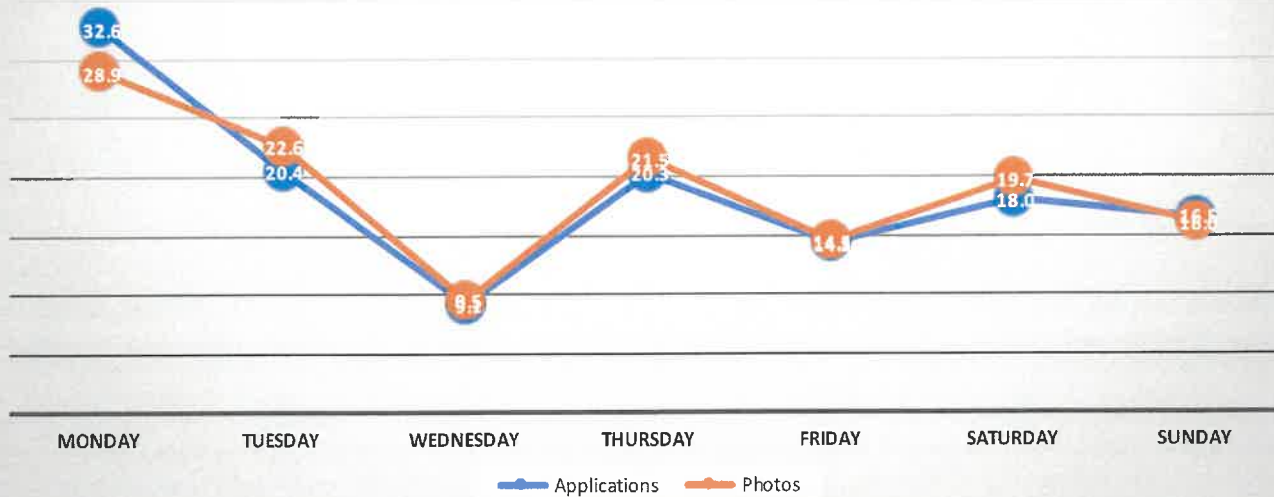
- 1) Motion to approve the payroll claims as presented. This can be accomplished as part of the motion to approve the consent agenda.
- 2) Motion to amend the [state date] payroll claims and approve the minutes as amended.

As of September 10 2024

30-day Statistics By Day



30-day Application & Photo Processing By Weekday



	Revenue since 6-6-2022	Revenue YTD 2024	Gross Margin YTD 2024	
Total Revenue (since 6-6-2022)	\$ 1,022,112.95	\$ 332,006.22	\$ 185,316.60	
30-day Annualized Revenue Trend	\$ 477,095.55		55.8%	
	Gross Margin	% Sales		Revenue Change v prior year
Total Gross Margin (since 6-6-2022)	\$ 357,425.65	35.0%		\$ (69,631.89)
30-day Annual Projected Gross Margin	\$ 350,741.86	73.5%		-17.3%
	# Processed	Last 30 day Avg. per day	Break Even	
Total Passport Applications Processed	19,171	19.3	11.0	
Total Passport Photos Taken	16,975	19.4	9.8	

Memo

To: City Council
From: Eric Jensen, Community Development Director
CC: City Manager Brent Kirk
Date: September 12, 2024
Re: **Community Development Report to City Council**

Here is a summary of some recent activity in Community Development:

- We recently received developer/property owner/agency inquiries including: a Boundary Line Adjustment proposal in the R-2500 Zone, WSDOT noise exemption request, and residential lots/homes for sale.
- Updating final draft Element chapters and associated maps to incorporate further Planning Commission review comments in preparation for Public Hearing before Planning Commission on October 1st and Public Open House scheduled for October 8th. Public Notices for both activities have been issued.
- Preparation is also in progress for the upcoming September 25th Council workshop to discuss relevant Comprehensive Plan Periodic Update Land Use issues.
- The development of the environmental documentation in support of the SEPA determination for the Comprehensive Plan Periodic Update is also in progress.
- The Public Notice for the City's annual Comprehensive Plan Amendment docketing process for 2025 has been issued (submittal deadline - October 31st).
- **REMINDER** – There will be a brief unveiling ceremony for the new Jim Holm Park Communication Board at 6:30pm immediately prior to the Council meeting. We hope to see you all there!

Comprehensive Plan Tracker

Estimated Dates	Actions	Parties involved	Status	Notes
September to October	Comp Plan mapping update	Engineering Consultants	On Track	Gray and Osborne to update comp plan maps before Open House
September 25 th	Council Workshop for land use issues	City Council	On Track	Council considers select issues to determine what to include in plan.
September 27 th	Release draft Plan for Public review and issue SEPA determination	Public agencies, general public	On Track	Also begin concurrent review of distributed draft Elements by Councilmembers.
October 1 st	Public Hearing at PC Special meeting	Planning Commission	On Track	Also review of Plan Introductory sections - previously distributed 8/28
October 2 nd and Oct. 16 th	Plan Elements presentation(s) to City Council	City Council	On Track	Presentations of proposed Plan over two meetings.
October 8 th	Comprehensive Plan Open House	PC, Council, general public	On Track	Tuesday October 8 th 6- 8pm @ Civic Center
November 6 th	Public Hearing	City Council	On Track	Incorporate agency comments
November 12 th (and December 10 th if needed)	Review of Development Regulations Consistency Analysis	Planning Commission (at regular meetings)	On Track	Review of impacted development regulations related to proposed updated draft plan.
Nov 6 th and/or Nov. 20 th	Final review and adoption	City Council	On Track	Alternative adoption dates for Council: Dec 4 th or 18th
December 18 th	Council first review of Development Regulations Consistency Analysis	City Council	On Track	May require additional Council meetings as needed.

*** This Tracker is regularly updated to only reflect those actions yet to occur. ***

Public Works Staff Report

September 18, 2024

STREET DEPARTMENT

Welwest Construction completed all concrete pours related to the West Stanley Street Project. Paving is scheduled for the week of September 16 and striping will follow.

Sidewalks in front of NAPA



PARKS

Cameras for the park are onsite. The pole bases are scheduled to be installed on 9/16/24 and the mounts for the cameras are expected by the end of the week.

WATER DEPARTMENT

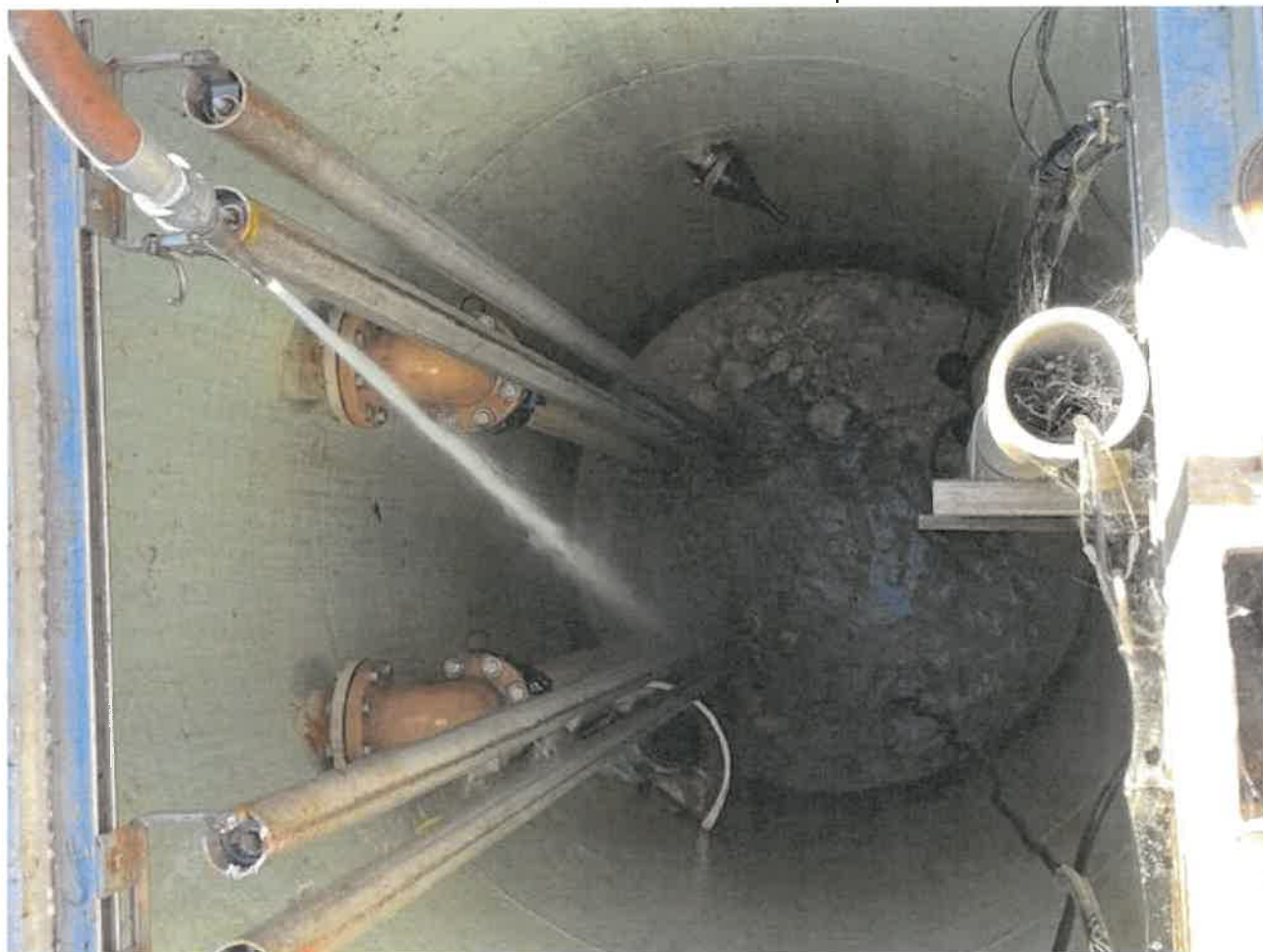
The water service for Subway is in the process of being transferred over to the new City waterline. The property was a direct read service, meaning it was connected to Snohomish County PUDs water main. The property owners plan to repave a portion of the site, prompting this work.

Public Works is continuing work on the Lead Service Line Inventory. This is due to the Washington State Department of Health by October 16. To date, no lead service lines have been discovered.

SEWER

Public Works staff jetted the sewer lines in the Braidwood Village II development (Smoots plat). Large deposits of fats, oil, and grease (F.O.G) were observed in the wet well at the lift station servicing this area. A few areas of the sewer line had heavy build-up. I spoke with the HOA president and asked her to share the importance of proper grease disposal with the residents at their next HOA meeting. 2,200' of sewer line was jetted.

Smoots lift station wet well F.O.G build up.



STORMWATER

Staff ran the street sweeper on 9/6/24. This will be a weekly task as fall approaches.

Staff completed the “lamping” inspection at the gas station project. This inspection is done shortly before paving to ensure the stormwater pipes were not damaged during the construction project.

CURRENT PROJECTS

Impact Excavation completed the side sewer run from the building to the first sewer manhole onsite. While the sewer has nowhere to go, this was completed to allow paving to be conducted. The construction of the fuel island canopies halted due to the proximity of the primary overhead power lines. PUD Electric will be replacing poles to increase the clearance.

WWTP UPGRADE PHOTOS

New oxidation ditches partially filled with water for a leak test



Exposed existing conduit near the op's building





CITY COUNCIL AGENDA BILL

Subject: Consideration to approve the Interlocal Agreement (ILA) for Emergency Management Services between Snohomish County and the City of Granite Falls.

Action Recommended: Approve the Interlocal Agreement (ILA) for Emergency Management Services between Snohomish County and the City of Granite Falls.

Meeting Date: September 18, 2024

Date Submitted: September 11, 2024

Exhibit(s): Presentation

Originating Dept.: Deputy City Manager

Approval(s): X City Manager
Public Works
X Finance
Planning
Attorney
Other: _____

Budgeted Amount: \$7,000
BARS Code: 525 60 41 00 Emergency Services

Summary Statement:

The City of Granite Falls has been requested to enter into an Interlocal Agreement (ILA) with the Snohomish County Department of Emergency Management (SCDEM). This agreement, authorized under Chapter 39.34 RCW, aims to efficiently manage and coordinate emergency management programs between the County and the City. The ILA templates (ILA with the City and ILA with the Tribe) have been approved and updated by the County Council and Executive.

Background:

This agenda bill seeks City Council approval to enter into an Interlocal Agreement (ILA) with the Snohomish County Department of Emergency Management. This agreement outlines the terms of a partnership between the County and the City for coordinated emergency management services. If approved, the City must return the signed ILA to the SCDEM.

Exhibit A, attached to this bill, is the Interlocal Agreement between the County and the City of Granite Falls. This agreement will take effect upon its signing and filing and will remain in effect until December 31, 2026, unless terminated earlier. It may be extended for two additional two-year terms with written notice from the City and approval from the County. The County will provide emergency management services to the City.

Schedule A describes the general responsibilities of SCDEM and the Participating Jurisdictions in terms of planning, training and exercise, readiness and response, coordinating disaster recovery activities, volunteer and emergency worker management, outreach and education, and the resources available to the City.



Schedule B describes the additional services the City may request from SCDDEM, such as technical assistance for emergency operations capability development and communications support.

Schedule C describes the city's responsibilities to include:

- Appoint a local director to serve as a contact for the SCDDEM and participate in related activities.
- Planning
- Training
- Coordinating Disaster Response Activities
- Volunteer and Emergency Worker Management
- Outreach and Education
- Maintain SCDDEM resources

Schedule D details the Annual Service Fees.

Exhibit B is the ILA template between the Tribe and Snohomish County.

Financial Impact:

As per the ILA, the city is required to pay an annual Service Charge beginning January 1, 2025. The service charge will be calculated based on the previous year's per capita rate, adjusted by the change in the Consumer Price Index and the City's population number. For 2025, the estimated service charge for the City of Granite Falls, based on a population of 4,775, will be \$6,876.

Recommendation:

City staff recommends that the City Council approve the Interlocal Agreement with the Snohomish County Department of Emergency Management. This partnership will benefit the City in terms of coordinated emergency management services, ensure public safety, and protect lives and property.

Recommended Motion: Motion to approve the Interlocal Agreement (ILA) for Emergency Management Services between Snohomish County and the City of Granite Falls.

INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES

THIS INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES (the “Agreement”) is made and entered into this 18 day of SEPTEMBER, 2024, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and the CITY OF GRANITE FALLS, a municipal corporation of the State of Washington (the “City”) (individually “Party” and collectively “Parties”) pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

RECITALS

A. The County has established the Snohomish County Department of Emergency Management (hereinafter “SCDEM”) as an emergency management agency within County government pursuant to Chapter 2.36 SCC.

B. The County, acting through SCDEM, operates as a local organization for emergency management in accordance with relevant comprehensive emergency management plans and programs pursuant to Chapter 38.52 RCW.

C. The City and the County have previously contracted for coordinated emergency management services through a series of Interlocal Agreements for Emergency Management Services, most recently dated _____, 20__.

D. The coordinated emergency management services that SCDEM provides augment, but do not supplant, the City’s responsibilities and obligations under Chapter 38.52 RCW.

E. The County and City believe that it is in the public interest to provide coordinated emergency management services as provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

1. Purpose of Agreement.

This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW. The purpose and intent of this Agreement is to provide an economical mechanism for administration and coordination of County and City emergency management programs, generally to protect the public peace, health, and safety and to preserve the lives and property of the people of the County and City.

2. Effective Date and Duration.

This Agreement shall not take effect unless and until it has been duly executed by both Parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall remain in effect through midnight December 31, 2026, unless earlier terminated pursuant to the provisions of Section 12 below, and the term of this Agreement may be extended or renewed for up to two (2) additional two (2) year terms, upon the City providing the County written notice on or before April 30, 2026. The County shall in writing approve or reject the extension or renewal within thirty (30) days of receiving notice of intent to extend or renew; PROVIDED FURTHER, that each Party's obligations after December 31, 2024, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of the last fiscal year for which funds are appropriated. The Party shall notify the other Party in writing of any non-allocation of funds at the earliest possible date.

3. Administrators.

Each Party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such Party's participation in this Agreement. The Parties' Initial Administrators shall be the following individuals:

County's Initial Administrator:

City's Initial Administrator:

Lucia Schmit, Director
Snohomish County Department of
Emergency Management
720 80th Street SW, Building A
Everett, Washington 98203

Either Party may change its Administrator at any time by delivering written notice of such Party's new Administrator to the other Party.

4. Emergency Management Services.

The County shall provide emergency management services, as described herein, to the City during the term of this Agreement in accordance with Chapter 38.52 RCW. The County will endeavor to provide the Services as described in its comprehensive emergency management plan and in Schedule A, attached hereto and incorporated herein. At its option, the City may elect to receive any or all of the additional services described in Schedule B, which is attached hereto and incorporated herein, upon at least 30 days' written notice provided to the County and subject to the availability of County resources. All Services shall be provided without warranty of any kind, including but not limited to the sufficiency or adequacy of the actions of the Parties in response to an emergency or disaster or for support of search and rescue operations with regard to any person or property in distress. The City shall remain responsible for the provision of all those services

identified in Schedule C, attached hereto, as well as any other services the City is otherwise required by law to perform.

5. Advisory Board.

The City shall be entitled during the term of this Agreement to voting representation on the SCDem Advisory Board established by SCC 2.36.100. The duties of the Advisory Board are set forth in SCC 2.36.130, as it now exists or is hereafter amended.

6. Independent Contractor.

The County will perform all Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the County and not the City. The County has the express right to direct and control the County's activities in providing the Services in accordance with the specifications set out in this Agreement. The City shall only have the right to ensure performance.

7. Compensation.

7.1 Annual Service Charge. The City shall pay a Service Charge to the County. Beginning January 1, 2025, and as adjusted annually January 1. The Service Charge shall be a per capita rate based on: 1) the previous year's per capita rate adjusted by the amount of the change in the Bureau of Labor Statistic Consumer Price Index—Urban Wage Earner (CPI-W) for the Seattle-Bellevue-Everett area for the period of February to February, and; 2) the City's population number from the annual Office of Financial Management (OFM) *Estimate for Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington*, the 2024 version of which attached hereto and incorporated herein as Schedule D. By July 15 of each year, the County shall issue a revision to Schedule D to reflect changes to the City's population number from the annual Office of Financial Management (OFM) *Estimate for Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington* and the resulting Service Charge for the subsequent year. For 2025, the Biennial Service Charge shall be set at \$1.44 per capita.

7.2 Invoicing. The Service Charge includes the services described in this Agreement's Schedule A, and reasonable operation and maintenance costs for which there will be no separate billing. The County shall invoice the City or its designee for the Service Charge for all services performed by the County. The City shall be responsible for complete and timely payment of all amounts invoiced regardless of whether the City opts to participate in the invoiced services. Invoices will be sent quarterly or on any other schedule that is mutually convenient to the Parties. Payment of the Service Charge is due and payable in quarterly installments on January 31, April 30, July 31, and October 31 of each year.

7.3 Additional Services. If a City elects to receive additional service(s) as described in Schedule B, one half of the cost of additional service(s) shall be added to the quarterly invoice after the City notifies SCDem and the remaining half shall be added to the quarterly invoice that follows the delivery of the additional service(s).

7.4 Homeland Security and Emergency Management Performance Grants. The Parties acknowledge the importance of sustaining SCDem staff currently funded by federal grants. In the event that SCDem receives notice of cuts to federal grants that may jeopardize SCDem's ability to fulfill the Services outlined in this Agreement, the County agrees to notify the City within 15 days of receipt of notice of such cuts from proponent of the federal grant. Following such notification, the Parties agree to reassess the Services and Biennial Service Charge. The City agrees that by entering into this Agreement, it will forego applying for Emergency Management Performance Grant (EMPG) monies.

8. Hold Harmless and Indemnification.

Except in those situations where the Parties have statutory or common law immunity for their actions and/or inactions and to the extent permitted by state law, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless and indemnify the other Party, its officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever including attorney's fees) arising out of or in any way resulting from such Party's own negligent acts, errors, or omissions or willful misconduct related to such Party's participation and obligations under this Agreement. Each Party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW.

9. Privileges and Immunities.

Whenever the employees of the County or the City are rendering outside aid pursuant to the authority contained in RCW 38.52.070 and 38.52.080(1), such employees shall have the same powers, duties, privileges, and immunities as if they were performing their duties in the County or the City in which they are normally employed. Nothing in this Agreement shall affect any other power, duty, right, privilege, or immunity afforded the County or the City in Chapter 38.52 RCW.

10. Liability Related to City Ordinances, Policies, Rules and Regulations.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County,

or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

11. Compliance with Laws.

In the performance of its obligations under this Agreement, each Party shall comply with all applicable federal, state, and local laws, rules and regulations.

12. Early Termination.

Either Party may terminate this Agreement, with or without cause, upon written notice to the other Party by no later than March 30 of the year of termination. Termination pursuant to this Section 12 will become effective on December 31 of the calendar year in which the termination notice is given.

13. Dispute Resolution.

In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected by the parties. If mediation is not successful, either of the parties may institute legal action for specific performance of this Agreement or for damages.

14. Notices.

All notices required to be given by any Party to the other Party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

15. Performance.

Time is of the essence of the Agreement in each and all of the provisions and scope of services in which performance is a factor.

16. Entire Agreement; Amendment.

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended

in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the Party against whom such modification is sought to be enforced.

17. Conflicts between Attachments and Text.

Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

18. Governing Law and Venue.

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

19. Interpretation.

This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

20. Severability.

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

21. No Waiver.

Failure by either Party at any time to require performance by the other Party under this Agreement or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach hereof or the right to require performance or affect the ability to claim a breach with respect hereto.

22. No Assignment.

This Agreement shall not be assigned, either in whole or in part, by either Party without the express written consent of the other Party, which may be granted or withheld in such Party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a default under this Agreement.

23. Warranty of Authority.

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign this Agreement.

24. No Joint Venture.

Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.

25. No Separate Entity Necessary.

The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

26. Ownership of Property.

Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either Party in connection with its performance under this Agreement will remain the sole property of such Party, and the other Party shall have no interest therein.

27. No Third Party Beneficiaries.

This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or Parties shall be deemed to have any rights in, under or to this Agreement.

28. Execution in Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

COUNTY:

Snohomish County, a political subdivision
of the State of Washington

CITY:

City of _____, a Washington
municipal corporation

By _____
Name:
Title:

By _____
Name:
Title:

Approved as to indemnification provisions:

Risk Management

Approved as to Form:

City Attorney

Approved as to Form:

Guadamud, Rebecca

Digitally signed by Guadamud,
Rebecca
Date: 2024.05.03 12:08:33 -07'00'

Deputy Prosecuting Attorney

Schedule A
Description of Emergency Management Services

The County shall provide Emergency Management Services (the “Services”) through its Department of Emergency Management (“SCDEM”) to Cities, Towns, and Tribes (individually “Participating Jurisdiction”, and collectively “Participating Jurisdictions”). These Services shall include the following.

1. General: SCDEM will maintain an emergency management organization that complies with state law, federal guidelines, and adheres to the standards of the Emergency Management Accreditation Program (EMAP). This organization will implement the concepts of the National Incident Management System (NIMS) and incorporate best practices of emergency management into its operations. These best practices include a focus on developing disaster management relationships within geographic sectors within the county, sectors defined by expected damages to critical transportation and communications infrastructure during a catastrophic incident.

2. Planning: SCDEM will assist Participating Jurisdictions in the development of executable disaster-related plans. SCDEM will maintain emergency management plans in accordance with applicable state and federal laws, regulations, and guidance. SCDEM will use, and encourage the use of, systematic planning processes that engage the whole community.

a. SCDEM will maintain the Snohomish County Comprehensive Emergency Management Plan (SCCEMP) and provide technical assistance (templates, meeting facilitation, and plan review) to Participating Jurisdictions in order for them to maintain a CEMP, as either a standalone plan or as an annex to the County’s CEMP, which meets the requirements set forth in RCW 38.52.030 and WAC 118-30-060. CEMPs shall include an analysis of the natural, technological, or human caused hazards that could affect the County or jurisdiction, respectively, using the Hazard Identification and Risk Assessment (HIRA) developed during the Hazard Mitigation Planning process. CEMPs will also describe a NIMS-compliant incident management structure for use during multiagency/multijurisdictional operations and include the procedures to be used during emergencies for coordinating local resources, as necessary, and the resources of County agencies, departments, commissions, and boards.

b. SCDEM will maintain the Snohomish County Hazard Mitigation Plan, a FEMA-approved multi-jurisdictional hazard mitigation plan that complies with the Disaster Mitigation Act of 2000 (DMA2K) and 44 CFR §201.6. As a part of the Snohomish County Hazard Mitigation Plan, SCDEM will identify the natural and human-caused hazards that potentially impact Snohomish County using multiple sources and titled the Hazard Identification and Risk Assessment (HIRA). Upon request, SCDEM will provide technical assistance (templates, meeting facilitation, and plan review) to Participating Jurisdictions in order for them to maintain an annex to the County’s FEMA-approved hazard mitigation plan that meets the requirements set forth in 44 CFR §201.6. Prior to pursuing Hazard Mitigation Grant Program funds, Participating Jurisdictions are required to have a Jurisdiction-specific, FEMA approved, and locally adopted HMP annex. SCDEM will provide technical assistance to Participating Jurisdictions applying for Hazard Mitigation Grant Program funding.

c. SCDem will maintain the Snohomish County Disaster Recovery Framework and, upon request, provide technical assistance (templates, meeting facilitation, and plan review) to Participating Jurisdictions desiring to develop a jurisdictional Disaster Recovery Framework.

d. SCDem will provide, upon request, technical assistance (templates, meeting facilitation, and plan review) to Participating Jurisdictions desiring to develop a jurisdictional Continuity of Operations Plan.

e. SCDem will maintain standard procedures for its Emergency Operations Center and provide technical assistance (templates, meeting facilitation, and document review) to Participating Jurisdictions in order to develop complementary procedures for their respective Emergency Operations Centers or jurisdictional command posts.

f. SCDem will participate in regional- and state-level planning efforts, representing Snohomish County and, unless otherwise specified, the Participating Jurisdictions within Snohomish County. Examples of such efforts include the Mount Baker/Glacier Peak Response Plan, the Regional Catastrophic Planning Team, and the Statewide Catastrophic Incident Planning Team (SCIPT).

3. Training and Exercise: SCDem will assist Participating Jurisdictions with training and exercise that develops, maintains, or expands their emergency management capabilities. The nature of DEM support is described below and will be further specified in the annual Integrated Preparedness Plan (IPP).

a. SCDem will conduct an annual Integrated Preparedness Planning Workshop (IPPW) in order to identify training priorities and develop a coordinated planning, training and exercise calendar for the coming year. Jurisdictions are strongly encouraged to participate in the IPPW and the development of annual priorities. DEM will use these priorities, in its sole discretion, to determine the extent to which DEM allocates staff time to training and exercises, including, not limited to, exercise development, bringing in countywide training, or delivering training in Participating Jurisdictions. SCDem will also designate representatives of Snohomish County and the Participating Jurisdictions to participate in the State's annual IPPW.

b. SCDem will maintain an Integrated Preparedness Plan (IPP) that describes the outcomes of the IPPW. SCDem will maintain an online training calendar and periodically distribute training and exercise opportunities to the Participating Jurisdictions.

c. SCDem will maintain a training program that adheres to state and federal guidance, including the National Incident Management System (NIMS) Training Plan, National Qualification System, and FEMA's Core Capability Development Sheets. The training program will offer a minimum of 75 training days each year, covering topics identified in the IPP, and to include (but not limited to):

i. Incident Command System

- ii. Emergency Operations Center Skillset
- iii. Overview for Executives/Senior Officials (or equivalent)
- iv. Hazard Awareness
- v. Emergency Management Planning
- vi. Communications and Public Information (e.g., ARRL-approved HAM radio and/or Joint Information System/Center)
- vii. Upon request, SCDem will assist each Participating Jurisdiction in the development of a jurisdiction-specific NIMS compliance plan. This includes providing assistance in determining applicable courses and identifying online and in-person resources that can provide compliance-related courses. Participating Jurisdictions retain the responsibility to track individual training of their staff members and, per the State's policy, submit NIMS compliance reports.
- viii. Annually, SCDem will host the local delivery of courses from FEMA's Emergency Management Institute and/or the National Disaster Preparedness Consortium.
- ix. On behalf of each Participating Jurisdiction, SCDem will process applications to host training opportunities available through FEMA's Emergency Management Institute and/or the National Disaster Preparedness Consortium (or like training provider). The Participating Jurisdiction requesting such courses will be responsible for identifying a location and for covering any costs associated with the course delivery, e.g., refreshments.

d. SCDem will maintain an exercise program that adheres to state and federal guidance, including the Homeland Security Exercise and Evaluation Program (HSEEP) and applicable grant requirements. Unless otherwise specified, the intent of SCDem's exercise program is to evaluate established plans and/or procedures and identify ways to improve those plans and/or procedures. The exercise program includes:

- i. Every three years SCDem will conduct a countywide functional exercise that evaluates Snohomish County's CEMP, the procedures used in the Snohomish County Emergency Operations Center, and our ability to coordinate with jurisdictions throughout Snohomish County. SCDem strongly encourages all Participating Jurisdictions to participate in that exercise and will provide technical assistance in the development of their exercise plan. In the years between the countywide functional exercise, SCDem will coordinate progressively challenging exercises to develop emergency response capabilities identified annually in the IPP. These may include (but not be limited to) CPOD, damage assessment, and/or communications.
- ii. Countywide, SCDem will conduct monthly communications drills with Participating Jurisdictions to ensure the viability of various means of communications.

4. Readiness and Response: SCDem and Participating Jurisdictions will coordinate their emergency response activities to endeavor to minimize death, injury, and damages to property, the economy, and the environment during natural, technological or human-caused disasters.

a. SCDEM will maintain a 24 hour per day Duty Officer, who will serve as the primary point of contact to address emergency management-related requests on behalf of Participating Jurisdictions. The Duty Officer will be available via direct cell phone number and via Snohomish County 911.

b. As resources allow, SCDEM will utilize multiple means of communication to notify, warn, and/or provide information and instruction to the general public regarding impending or occurring disasters.

c. SCDEM will maintain and, when necessary, activate the Snohomish County Emergency Operations Center (SCEOC) and implement the Snohomish County CEMP and applicable procedures. The SCEOC may activate in anticipation of, or immediately after, catastrophic incidents as defined by RCW 38.52.010(6). The SCEOC may also activate to provide support during pre-planned events or at the approved request of a Participating Jurisdiction. Requests to activate the SCEOC will be made via the Duty Officer to the SCDEM Director. The decision to activate the SCEOC, and at what level, is made by the SCDEM Director or the appropriate designee in the SCDEM line of succession.

d. SCDEM will maintain and, when necessary, activate the Snohomish County Joint Information Center (SCJIC) and applicable procedures. The SCJIC may activate in anticipation of, or immediately after, disasters as defined by RCW 38.52.010(6). The SCJIC may also activate to provide support during pre-planned events or at the request of a Participating Jurisdiction. Requests to activate the SCJIC will be made via the Duty Officer to the SCDEM Director. The decision to activate the SCJIC, and at what level, is made by the SCDEM Director or the appropriate designee in the SCDEM line of succession.

e. When activated, the SCEOC will coordinate resource requests among affected jurisdictions within Snohomish County. The SCEOC will also make available the County's emergency resources not required for use elsewhere during emergencies, the use of which shall be determined and prioritized by SCEOC. When necessary, SCDEM will request state and federal resources on behalf of the Participating Jurisdictions through Washington's established emergency management protocols, i.e., from the SCEOC to the Washington State Emergency Operations Center. The Participating Jurisdictions agree that the County shall remain harmless in the event of non-availability or non-performance of requested resources.

f. When activated, the SCEOC will coordinate situational awareness among affected jurisdictions within Snohomish County, and with regional and state partners.

g. When activated, the SCJIC shall coordinate public information and messaging by all means practicable to inform the public about critical lifesaving and life-sustaining information. Participating Jurisdictions will identify appropriate points of contact with whom the JIC will communicate to form the information network commonly referred to as the Joint Information System (JIS).

h. When requested, and at the discretion of the SCDEM Director or the appropriate designee in the SCDEM line of succession, SCDEM will deploy a liaison to the participating jurisdiction to directly assist with incident management, technical support and assistance, and/or use of mobile assets. During activation of the SCEOC, SCDEM may request that Participating Jurisdictions deploy liaisons to the Snohomish County EOC to enhance communication between the SCEOC and the incident site(s).

i. Upon determining that a disaster as defined by RCW 38.52.010(6) has happened or is imminent, SCDEM will, under the provisions of SCC Chapter 2.36, initiate through the County Executive a Proclamation of Emergency for Snohomish County. Upon determining that a disaster as defined by RCW 38.52.010(6) has happened or is imminent, Participating Jurisdictions will, under the provisions of applicable code, initiate through the Participating Jurisdiction's appropriate authority a Proclamation of Emergency for their jurisdiction. Participating Jurisdictions will notify SCDEM as soon as practicable of their intent to proclaim a disaster and provide SCDEM with a copy of the proclamation as soon as practicable.

5. Coordinating Disaster Recovery Activities. SCDEM and Participating Jurisdictions will coordinate their disaster recovery activities to endeavor to restore critical services and establish a new normal for the affected area(s) as quickly as possible.

a. SCDEM, in conjunction with the State's Emergency Management Division (EMD) and the Federal Emergency Management Agency (FEMA), will coordinate the formal post-disaster preliminary damage assessment (PDA) process. Participating Jurisdictions will be responsible for tracking and reporting activities potentially reimbursable by federal and/or state disaster assistance programs. Each participating jurisdiction remains responsible for the costs it incurs.

b. In the aftermath of a disaster as defined by RCW 38.52.010(6), SCDEM will initiate the transition of disaster response to disaster recovery. This includes implementing the Snohomish County Disaster Recovery Framework and establishing the Recovery Support Functions found therein. When requested, Participating Jurisdictions will identify points of contact to be integrated into this process.

6. Volunteer / Emergency Worker Management: SCDEM will work in collaboration with participating jurisdictions to develop volunteer capabilities that augment participating jurisdictions' local disaster response efforts; specifically, the Snohomish County Auxiliary Communications Service (ACS).

a. Participating Jurisdictions will identify potential ACS volunteers. SCDEM will facilitate their registration as emergency workers in accordance with the Washington State Emergency Workers' Program and maintain a central database of these volunteers.

b. SCDEM will coordinate quarterly Community Emergency Response Team (CERT) leadership meetings for a countywide CERT capability. In this capacity, SCDEM will support volunteer team coordinators of self-organized and governed CERTs with potential resource information. Potential CERT volunteers will be directed by SCDEM to their nearest

hosted/supported programs. SCDEM will facilitate their registration as emergency workers in accordance with the Washington State Emergency Workers' Program and maintain a central database of these volunteers.

i. SCDEM, in collaboration with the team coordinators, will support development and maintenance of countywide CERT policies that ensure consistency and are applicable to all of the regional teams.

c. SCDEM will provide oversight to the Snohomish County Auxiliary Communications Service (ACS) function, which provides redundant emergency communications services to SCDEM, its Participating Jurisdictions, as well as hospitals and the Snohomish County Regional Chapter of the American Red Cross. SCDEM will assign trained ACS volunteers to augment Participating Jurisdictions' EOCs.

d. Using volunteers (as groups or individuals) for activities outside of the scope of their intended purpose and/or training places them outside of the scope of RCW 38.52.180, Chapter 118-04 WAC, and this Agreement. These volunteers cannot be afforded protection under the Washington State Emergency Workers Program; therefore, Participating Jurisdictions desiring to expand the use of volunteers beyond the scope established by SCDEM are required to provide coverage in accordance with L&I Industrial Insurance regulations.

7. Outreach and Education: SCDEM will work in conjunction with participating jurisdictions to provide disaster-related outreach and education to improve overall community resilience.

a. SCDEM will develop, promote, and make available to Participating Jurisdictions preparedness materials related to its "Individually Prepared, Together Resilient" and "Know Your Hazards" campaigns and procure and make available FEMA-produced preparedness materials and/or WA Emergency Management Division preparedness materials. The amount of preparedness materials provided will be made on a case-by-case basis and based upon available supply.

b. SCDEM will develop and promote individual preparedness messages to be delivered via its affiliation with local radio stations.

c. SCDEM will develop and promote disaster preparedness information to be disseminated during September, which is FEMA's National Disaster Preparedness month. This will include the development and publication of DEM's annual Preparedness Guide to be delivered via its affiliation with local printed media.

d. Upon request, and when practicable, SCDEM will deliver preparedness presentations on behalf of a Participating Jurisdiction. Such requests should be made at least 14 days prior to the presentation. Participating Jurisdictions are responsible for providing an adequate facility and incur any extraordinary costs associated with such events, e.g. refreshments, room rental costs, etc.

e. Annually, SCDEM will produce an annual report that summarizes its major activities for the previous year. The annual report will be distributed to the Participating Jurisdictions and the Director will be available, upon request, to present it to each Participating Jurisdiction's elected officials.

8. SCDEM Resources: SCDEM maintains a number of resources that, when practicable, will be made available to Participating Jurisdictions. Requests for their deployment shall be made to the SCDEM Duty Officer or, when activated, the Snohomish County EOC. Examples of some key resources include:

a. Command vehicle, commonly referred to as a "ComVan." A command vehicle provides a motorized, self-contained, climate-controlled capability to augment incident management. SCDEM provides operator training but does not typically provide an operator. Requests for an operator will be considered on a case-by-case basis, but it is the primary responsibility of the requesting Jurisdiction to identify, maintain, and provide qualified operators.

b. Communications vehicle, commonly referred to as "DEM 10." The communications vehicle provides a motorized, self-contained, climate-controlled capability to augment communications.

c. Mobile IT Response Units (MITRUs). MITRUs are mobile communications trailers, equipped with an array of supplies and equipment to enable emergency communications, including internet, local network functionality¹, radio communications, and equipment to support basic operations.

d. Mobile Emergency Operations Center (MEOC). The MEOC is a trailer equipped with supplies like tables, chairs, light sets, pop-up tents, etc. that can support an alternate EOC capability.

e. Alert and Warning. SCDEM will maintain a system that provides alert and warning to county residents. Access to this system will be through Sno911, the SCDEM Duty Officer or, when activated, the Snohomish County EOC.

¹ A Local Network is defined as a group of two or more connected computers that can share resources like a printer, an internet connection, an application, etc.

Schedule B
Description of Additional Emergency Management Services

The County offers additional services that the Participating Jurisdiction may choose from in addition to the basic emergency management services described in Schedule A. If, during the course of this Agreement, a Participating Jurisdiction desires additional service(s) as described below, the City shall notify SCDem in writing as early as practicable prior to the delivery of the desired additional service(s). The cost and timing of the delivery of any Additional Service(s) shall be agreed upon by the Administrators of this Agreement. One half of the cost of additional service(s) shall be added to the quarterly invoice after the Participating Jurisdiction notifies SCDem and the remaining half shall be added to the quarterly invoice that follows the delivery of the additional service(s)

1. Planning:

a. SCDem will provide technical assistance to develop a functional emergency management plan or procedure. Examples of a functional plan include mass fatality plans and disaster debris management plans.

Participating Jurisdiction elects this service: _____
(initial)

2. Training and Exercise:

a. SCDem will provide one jurisdiction-specific training opportunity.

Participating Jurisdiction elects this service: _____
(initial)

b. SCDem will provide one jurisdiction-specific exercise opportunity. Scheduling this exercise shall occur at the annual IPPW.

Participating Jurisdiction elects this service: _____
(initial)

c. SCDem will process Participating Jurisdiction's application for FEMA's Integrated Emergency Management Course.

Participating Jurisdiction elects this service: _____
(initial)

3. Readiness and Response:

a. On behalf of the Participating Jurisdiction, SCDEM will provide technical support for the development of jurisdiction-specific emergency operations capability.

Participating Jurisdiction elects this service: _____
(initial)

4. Outreach and Education:

a. SCDEM will develop and promote a jurisdiction-specific outreach campaign.

Participating Jurisdiction elects this service: _____
(initial)

5. Communications Support:

a. SCDEM's Communications Officer will provide technical support to ensure interoperable radio communications; specifically, procure and install compatible communications hardware.

Participating Jurisdiction elects this service: _____
(initial)

Schedule C
Expectations of Participating Jurisdiction

As stated in Section 4 of the Agreement, the services provided by SCDEM augment the participating jurisdictions. This schedule outlines some, but not all, of the areas for which the Participating Jurisdictions retain responsibility.

1. General:

a. In accordance with RCW 38.52.070, each Participating Jurisdiction will establish a local emergency management organization and appoint a director who will serve as the point of contact for SCDEM.

b. In accordance with SCC 2.36, each Participating Jurisdiction will designate representatives to the DEM Advisory Board and attend the quarterly meetings. The Advisory Board shall advise the director of emergency management in recommending to the executive actions on emergency management plans; the department's budget; rate schedules for emergency management service charges paid by contracting agencies; grant applications and utilization of awarded grant funds; and other matters as requested by the county executive or the director.

2. Planning:

a. Participating Jurisdictions will maintain a CEMP that meets the requirements set forth in RCW 38.52.030 and WAC 118-30-060. CEMPs shall include an analysis of the natural, technological, or human caused hazards that could affect the jurisdiction; will describe a NIMS-compliant incident management structure for use during multiagency/multijurisdictional operations; and include the procedures to be used during emergencies for coordinating local resources.

b. Participating Jurisdictions will maintain an HMP annex that meets the requirements set forth in the Disaster Mitigation Act of 2000 (DMA2K) and 44 CFR §201.6. The local HMP annex is required to be approved by FEMA and locally adopted in order to be eligible for any federal Hazard Mitigation Assistance (grant programs).

c. Participating Jurisdictions will identify a primary and alternate point of contact for each planning effort. Participating Jurisdictions will convene work groups and provide meeting space as necessary to facilitate the development of plans including the jurisdiction's comprehensive emergency management plan, hazard mitigation plan, functional emergency management plans, etc., as applicable.

3. Training and Exercise:

a. With SCDEM's assistance, Participating Jurisdictions will develop jurisdiction-level NIMS compliance plans. Participating Jurisdictions retain the responsibility to track individual training of their staff members.

b. Participating Jurisdictions desiring to schedule specific training and exercise opportunities should do so by sending a representative to the annual Integrated Preparedness Planning Workshop (IPPW). Facilitating training and exercise opportunities not scheduled at the IPPW shall be at the discretion of the SCDem Director.

4. Coordinating Disaster Response Activities: Participating Jurisdictions will coordinate, to the extent practicable, their emergency response activities with and through SCDem in order to minimize death, injury, and damages to property, the economy, and the environment during natural, technological or human-caused disasters.

a. During, or in anticipation of disasters as defined by RCW 38.52.010(6), affected Participating Jurisdictions will activate their incident management structure and Comprehensive Emergency Management Plan, and notify SCDem as soon as practicable.

b. When activated, Participating Jurisdictions will request County, state and/or federal resources through established emergency management protocols, i.e., from the SCEOC to the Washington State Emergency Operations Center. The Participating Jurisdictions agree that the County shall remain harmless in the event of non-availability or non-performance of requested resources.

c. Participating Jurisdictions shall submit incident-related information to the SCEOC and the SCEOC shall develop and provide comprehensive situation reports to the Participating Jurisdictions, as well as to regional and state partners.

d. Participating Jurisdictions will identify appropriate points of contact with whom the SCJIC will communicate to form the information network commonly referred to as the Joint Information System (JIS).

e. When requested and practicable, Participating Jurisdictions will deploy liaisons to the Snohomish County EOC to enhance communication between the SCEOC and the incident site(s).

f. Upon determining that a disaster as defined by RCW 38.52.010(6) has happened or is imminent, Participating Jurisdictions will, under the provisions of applicable code, initiate through the jurisdiction's appropriate authority a Proclamation of Emergency for their jurisdiction. Participating Jurisdictions will notify SCDem as soon as practicable of their intent to proclaim a disaster and provide SCDem with a copy of the proclamation as soon as practicable.

5. Coordinating Disaster Recovery Activities. SCDem and Participating Jurisdictions will coordinate their disaster recovery activities in order to endeavor to restore critical services and establish a new normal for the affected area(s) as quickly as possible.

a. Participating Jurisdictions will be responsible for tracking and reporting activities potentially reimbursable by federal and/or state disaster assistance programs. Each participating jurisdiction remains responsible for the costs it incurs.

b. In the aftermath of a disaster as defined by RCW 38.52.010(6), SCDem will initiate the transition of disaster response to disaster recovery. This includes implementing the Snohomish County Disaster Recovery Framework and establishing the Recovery Support Functions found therein. When requested, Participating Jurisdictions will identify points of contact to be integrated into this process.

6. Volunteer / Emergency Worker Management: SCDem will work in collaboration with participating jurisdictions to develop volunteer capabilities that augment participating jurisdictions' local disaster response efforts; specifically, Community Emergency Response Teams (CERT) and/or the Snohomish County Auxiliary Communications Service (ACS).

a. Participating Jurisdictions will identify potential volunteers to affiliate with CERT and/or ACS.

b. Participating Jurisdictions acknowledge that using volunteers (as groups or individuals) for activities outside of the scope of their intended purpose and/or training places them outside of the scope of RCW 38.52.180, Chapter 118-04 WAC, and this Agreement. These volunteers cannot be afforded protection under the Washington State Emergency Workers Program; therefore, Participating Jurisdictions desiring to expand the use of volunteers beyond the scope established by SCDem are required to provide coverage in accordance with L&I Industrial Insurance regulations.

7. Outreach and Education: SCDem will work in conjunction with participating jurisdictions to provide disaster-related outreach and education in order to improve overall community resilience. Participating Jurisdictions desiring presentations will make such requests made at least 60 days prior to the presentation.

8. SCDem Resources: SCDem maintains a number of resources that, when practicable, will be made available to Participating Jurisdictions. Requests for their deployment shall be made as early as possible to the SCDem Duty Officer or, when activated, the Snohomish County ECC. When requesting a ComVan, the Participating Jurisdiction bears the primary responsibility for providing a qualified driver and should not expect SCDem to provide an operator.

Schedule D
**2025 Annual Service Fees by
Jurisdiction**

2025 Annual Service Fees			
Jurisdiction	April 1, 2024 Population Est.¹	2025 Per Capita Rate²	2025 Service Fees³
Arlington	22,980	\$1.44	\$33,091
Brier	6,600	\$1.44	\$9,504
Darrington	1,515	\$1.44	\$2,182
Edmonds	43,420	\$1.44	\$62,525
Gold Bar	2,310	\$1.44	\$3,326
Granite Falls	4,775	\$1.44	\$6,876
Index	160	\$1.44	\$230
Lake Stevens	41,540	\$1.44	\$59,818
Lynnwood	41,500	\$1.44	\$59,760
Mill Creek	21,630	\$1.44	\$31,147
Monroe	20,830	\$1.44	\$29,995
Mountlake Terrace	24,260	\$1.44	\$34,934
Mukilteo	21,590	\$1.44	\$31,090
Snohomish	10,350	\$1.44	\$14,904
Stanwood	8,865	\$1.44	\$12,766
Sultan	7,160	\$1.44	\$10,310
Woodway	1,345	\$1.44	\$1,937
Tulalip Tribes ⁴	2,944	\$1.44	\$4,239
Stillaguamish Tribe ⁵	387	\$1.44	\$557

¹Source: Based on projected growth and the State of Washington, Office of Financial Management, April 1, 2024 Estimates; <https://ofm.wa.gov/washington-data-research/population-demographics/population-estimates/april-1-official-population-estimates>.

² The 2023 rate (\$1.38) increased by the February to February CPI-W for Seattle-Bellevue-Everett (4.2%) = \$1.43796.

³The 2025-26 estimated annual service fees are based on the April 1, 2024 population estimate multiplied by the per capita rate.

⁴The Tulalip Tribes population numbers will be obtained from the Tulalip Tribes Enrollment Department every year.

⁵The Stillaguamish Tribe population numbers will be obtained from the Stillaguamish Tribe Enrollment Officer every year.

INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES

THIS INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES (the "Agreement") is made and entered into this ___ day of _____, 20__, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the _____, a federally recognized tribe of Indians (the "Tribe") (individually "Party" and collectively "Parties") pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

RECITALS

A. The County has established the Snohomish County Department of Emergency Management (hereinafter "SCDEM") as an emergency management agency within County government pursuant to Chapter 2.36 SCC.

B. The County, acting through SCDEM, operates as a local organization for emergency management in accordance with relevant comprehensive emergency management plans and programs pursuant to Chapter 38.52 RCW.

C. The Tribe and the County have previously contracted for coordinated emergency management services through a series of Interlocal Agreements for Emergency Management Services, most recently dated _____, 20__.

D. The coordinated emergency management services that SCDEM provides augment, but do not supplant, the Tribe's responsibilities and obligations.

E. The County and Tribe believe that it is in the public interest to provide coordinated emergency management services as provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Tribe agree as follows:

1. Purpose of Agreement.

This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW. The purpose and intent of this Agreement is to provide an economical mechanism for administration and coordination of County and Tribe emergency management programs, generally to protect the public peace, health, and safety and to preserve the lives and property of the people of the County and Tribe.

2. Effective Date and Duration.

This Agreement shall not take effect unless and until it has been duly executed by both Parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall remain in effect through midnight December 31, 2026, unless earlier terminated pursuant to the provisions of Section 12 below, and the term of this Agreement may be extended or renewed for up to two (2) additional two (2) year terms, upon the Tribe providing the County written notice on or before April 30, 2026. The County shall in writing approve or reject the extension or renewal within thirty (30) days of receiving notice of intent to extend or renew; PROVIDED FURTHER, that each Party's obligations after December 31, 2024, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of the last fiscal year for which funds are appropriated. The Party shall notify the other Party in writing of any non-allocation of funds at the earliest possible date.

3. Administrators.

Each Party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such Party's participation in this Agreement. The Parties' Initial Administrators shall be the following individuals:

County's Initial Administrator:

Tribe's Initial Administrator:

Lucia Schmit, Director
Snohomish County Department of
Emergency Management
720 80th Street SW, Building A
Everett, Washington 98203

Either Party may change its Administrator at any time by delivering written notice of such Party's new Administrator to the other Party.

4. Emergency Management Services.

The County shall provide emergency management services, as described herein, to the Tribe during the term of this Agreement in accordance with Chapter 38.52 RCW. The County will endeavor to provide the Services as described in its comprehensive emergency management plan and in Schedule A, attached hereto and incorporated herein. At its option, the Tribe may elect to receive any or all of the additional services described in Schedule B, which is attached hereto and incorporated herein, upon at least 30 days' written notice provided to the County and subject to the availability of County resources. All Services shall be provided without warranty of any kind, including but not limited to the sufficiency or adequacy of the actions of the Parties in response to an emergency or disaster or for support of search and rescue operations with regard to any person or property in distress. The Tribe shall remain responsible for the provision of all those services

identified in Schedule C, attached hereto, as well as any other services the Tribe is otherwise required by law to perform.

5. Advisory Board.

The Tribe shall be entitled during the term of this Agreement to voting representation on the SCDem Advisory Board established by SCC 2.36.100. The duties of the Advisory Board are set forth in SCC 2.36.130, as it now exists or is hereafter amended.

6. Independent Contractor.

The County will perform all Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the Tribe. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the County and not the Tribe. The County has the express right to direct and control the County's activities in providing the Services in accordance with the specifications set out in this Agreement. The Tribe shall only have the right to ensure performance.

7. Compensation.

7.1 Annual Service Charge. The Tribe shall pay a Service Charge to the County. Beginning January 1, 2025, and as adjusted annually January 1. The Service Charge shall be a per capita rate based on: 1) the previous year's per capita rate adjusted by the amount of the change in the Bureau of Labor Statistic Consumer Price Index—Urban Wage Earner (CPI-W) for the Seattle-Bellevue-Everett area for the period of February to February, and; 2) the Tribe's population obtained from the Tribe's enrollment department, as set forth as Schedule D. By July 15 of each year, the County shall issue a revision to Schedule D to reflect changes to the Tribe's population number as reported by the Tribe's enrollment department and the resulting Service Charge for the subsequent year. For 2025, the Service Charge shall be set at a rate of \$1.44 per capita.

7.2 Invoicing. The Service Charge includes the services described in this Agreement's Schedule A, and reasonable operation and maintenance costs for which there will be no separate billing. The County shall invoice the Tribe or its designee for the Service Charge for all services performed by the County. The Tribe shall be responsible for complete and timely payment of all amounts invoiced regardless of whether the Tribe opts to participate in the invoiced services. Invoices will be sent quarterly or on any other schedule that is mutually convenient to the Parties. Payment of the Service Charge is due and payable in quarterly installments on January 31, April 30, July 31, and October 31 of each year.

7.3 Additional Services. If a Tribe elects to receive additional service(s) as described in Schedule B, one half of the cost of additional service(s) shall be added to the quarterly invoice after the Tribe notifies SCDem and the remaining half shall be added to the quarterly invoice that follows the delivery of the additional service(s).

7.4 Homeland Security and Emergency Management Performance Grants. The Parties acknowledge the importance of sustaining SCDem staff currently funded by federal grants. In the

event that SCDEM receives notice of cuts to federal grants that may jeopardize SCDEM's ability to fulfill the Services outlined in this Agreement, the County agrees to notify the Tribe within 15 days of receipt of notice of such cuts from proponent of the federal grant. Following such notification, the Parties agree to reassess the Services and Biennial Service Charge. The Tribe agrees that by entering into this Agreement, it will forego applying for Emergency Management Performance Grant (EMPG) monies.

8. Hold Harmless and Indemnification.

Except in those situations where the Parties have statutory or common law immunity for their actions and/or inactions and to the extent permitted by state law, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless and indemnify the other Party, its officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever including attorney's fees) arising out of or in any way resulting from such Party's own negligent acts, errors, or omissions or willful misconduct related to such Party's participation and obligations under this Agreement. Each Party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW.

9. Privileges and Immunities.

Whenever the employees of the County are rendering outside aid pursuant to the authority contained in RCW 38.52.070 and 38.52.080(1), such employees shall have the same powers, duties, privileges, and immunities as if they were performing their duties in the County. Nothing in this Agreement shall affect any other power, duty, right, privilege, or immunity afforded the County in Chapter 38.52 RCW.

10. Liability Related to Tribal Ordinances, Policies, Rules and Regulations.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the Tribe from any liability or responsibility which arises in whole or in part from the existence or effect of tribal ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such tribal ordinance, policy, rule or regulation is at issue, the Tribe shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the Tribe, the County, or both, the Tribe shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

11. Compliance with Laws.

In the performance of its obligations under this Agreement, each Party shall comply with all applicable federal, state, and local laws, rules and regulations.

12. Early Termination.

Either Party may terminate this Agreement, with or without cause, upon written notice to the other Party by no later than March 30 of the year of termination. Termination pursuant to this Section 12 will become effective on December 31 of the calendar year in which the termination notice is given.

13. Dispute Resolution.

The parties to this Agreement consent to submission of disputes arising under this Agreement and alleging a breach of one or more of the specific obligations, duties, or covenants expressly assumed in this Agreement, to binding arbitration in accordance with this Section. The arbitrator shall be selected as follows: The parties shall first attempt to mutually agree on a single arbitrator to decide the dispute. If the parties cannot agree on the selection of an arbitrator within 30 days of invoking arbitration, the dispute shall be decided by a three person arbitration panel selected as follows: each party shall select one member of the panel, and the two panel members shall jointly select a third. In such arbitration, the arbitrator(s) shall have the power and authority to grant legal and equitable remedies, including damages, injunctive relief and specific performance. The costs of such arbitration shall be shared equally between the parties and each party shall be responsible for its own legal fees. The arbitration decision shall be final and may be enforced in the Federal District Court for the Western District of Washington. In the event that the federal court determines that it lacks subject matter jurisdiction to enforce the arbitration decision, the Parties agree to venue in the Superior Court of Snohomish County, Washington. The Parties agree that the matter shall not be pursued in superior court unless there is a federal court determination that it lacks subject matter jurisdiction. Any judicial action to enforce the arbitration decision shall be binding and enforceable upon the Parties. Nothing in this Section is intended to preclude the parties from agreeing to mediation to resolve a dispute prior to invoking arbitration.

14. Notices.

All notices required to be given by any Party to the other Party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

15. Performance.

Time is of the essence of the Agreement in each and all of the provisions and scope of services in which performance is a factor. At the outset of any work within the scope of services, a proposed timeline will be established which reflects both the workload and other commitments.

16. Entire Agreement; Amendment.

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the Party against whom such modification is sought to be enforced.

17. Conflicts between Attachments and Text.

Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

18. Governing Law; Waiver of Sovereign Immunity.

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The Parties each hereby waive sovereign immunity as necessary to give effect to this Agreement. This waiver is only for the benefit of the Tribe and the County, and shall not be enforceable by any third Party or by any assignee or delegate of the Parties. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

19. Interpretation.

This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

20. Severability.

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

21. No Waiver.

Failure by either Party at any time to require performance by the other Party under this Agreement or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach hereof or the right to require performance or affect the ability to claim a breach with respect hereto.

22. No Assignment.

This Agreement shall not be assigned, either in whole or in part, by either Party without the express written consent of the other Party, which may be granted or withheld in such Party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a default under this Agreement.

23. Warranty of Authority.

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign this Agreement.

24. No Joint Venture.

Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.

25. No Separate Entity Necessary.

The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

26. Ownership of Property.

Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either Party in connection with its performance under this Agreement will remain the sole property of such Party, and the other Party shall have no interest therein.

27. No Third Party Beneficiaries.

This Agreement and each and every provision hereof is for the sole benefit of the Tribe and the County. No other persons or Parties shall be deemed to have any rights in, under or to this Agreement.

28. Execution in Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

COUNTY:

Snohomish County, a political subdivision
of the State of Washington

TRIBE:

_____, a federally recognized
tribe of Indians

By _____
Name:
Title:

By _____
Name:
Title:

**Approved as to indemnification
provisions:**

Risk Management

Approved as to Form:

Tribal Attorney

Approved as to Form:

Guadamud, Rebecca

Digitally signed by Guadamud,
Rebecca
Date: 2024.05.03 12:08:57 -07'00'

Deputy Prosecuting Attorney

Schedule A
Description of Emergency Management Services

The County shall provide Emergency Management Services (the “Services”) through its Department of Emergency Management (“SCDEM”) to Cities, Towns, and Tribes (individually “Participating Jurisdiction”, and collectively “Participating Jurisdictions”). These Services shall include the following.

1. General: SCDEM will maintain an emergency management organization that complies with state law, federal guidelines, and adheres to the standards of the Emergency Management Accreditation Program (EMAP). This organization will implement the concepts of the National Incident Management System (NIMS) and incorporate best practices of emergency management into its operations. These best practices include a focus on developing disaster management relationships within geographic sectors within the county, sectors defined by expected damages to critical transportation and communications infrastructure during a catastrophic incident.

2. Planning: SCDEM will assist Participating Jurisdictions in the development of executable disaster-related plans. SCDEM will maintain emergency management plans in accordance with applicable state and federal laws, regulations, and guidance. SCDEM will use, and encourage the use of, systematic planning processes that engage the whole community.

a. SCDEM will maintain the Snohomish County Comprehensive Emergency Management Plan (SCCEMP) and provide technical assistance (templates, meeting facilitation, and plan review) to Participating Jurisdictions in order for them to maintain a CEMP, as either a standalone plan or as an annex to the County’s CEMP, which meets the requirements set forth in RCW 38.52.030 and WAC 118-30-060. CEMPs shall include an analysis of the natural, technological, or human caused hazards that could affect the County or jurisdiction, respectively using the Hazard Identification and Risk Assessment (HIRA) developed during the Hazard Mitigation Planning process. CEMPs will also describe a NIMS-compliant incident management structure for use during multiagency/multijurisdictional operations and include the procedures to be used during emergencies for coordinating local resources, as necessary, and the resources of County agencies, departments, commissions, and boards.

b. SCDEM will maintain the Snohomish County Hazard Mitigation Plan, a FEMA-approved multi-jurisdictional hazard mitigation plan that complies with the Disaster Mitigation Act of 2000 (DMA2K) and 44 CFR §201.6. As a part of the Snohomish County Hazard Mitigation Plan, SCDEM will identify the natural and human-caused hazards that potentially impact Snohomish County using multiple sources and titled the Hazard Identification and Risk Assessment (HIRA). Upon request, SCDEM will provide technical assistance (templates, meeting facilitation, and plan review) to Participating Jurisdictions in order for them to maintain an annex to the County’s FEMA-approved hazard mitigation plan that meets the requirements set forth in 44 CFR §201.6. Prior to pursuing Hazard Mitigation Grant Program funds, Participating Jurisdictions are required to have a Jurisdiction-specific, FEMA approved, and locally adopted HMP annex. SCDEM will provide technical assistance to Participating Jurisdictions applying for Hazard Mitigation Grant Program funding.

c. SCDem will maintain the Snohomish County Disaster Recovery Framework and, upon request, provide technical assistance (templates, meeting facilitation, and plan review) to Participating Jurisdictions desiring to develop a jurisdictional Disaster Recovery Framework.

d. SCDem will provide, upon request, technical assistance (templates, meeting facilitation, and plan review) to Participating Jurisdictions desiring to develop a jurisdictional Continuity of Operations Plan (COOP).

e. SCDem will maintain standard procedures for its Emergency Operations Center and provide technical assistance (templates, meeting facilitation, and document review) to Participating Jurisdictions in order to develop complementary procedures for their respective Emergency Operations Centers or jurisdictional command posts.

f. SCDem will participate in regional- and state-level planning efforts, representing Snohomish County and, unless otherwise specified, the Participating Jurisdictions within Snohomish County. Examples of such efforts include the Mount Baker/Glacier Peak Response Plan, the Regional Catastrophic Planning Team, and the Statewide Catastrophic Incident Planning Team (SCIPT).

3. Training and Exercise: SCDem will assist Participating Jurisdictions with training and exercise that develops, maintains, or expands their emergency management capabilities. The nature of DEM support is described below and will be further specified in the annual Integrated Preparedness Plan (IPP).

a. SCDem will conduct an annual Integrated Preparedness Planning Workshop (IPPW) in order to identify training priorities and develop a coordinated planning, training and exercise calendar for the coming year. Jurisdictions are strongly encouraged to participate in the IPPW and the development of annual priorities. DEM will use these priorities, in its sole discretion, to determine the extent to which DEM allocates staff time to training and exercise, including, not limited to, exercise development, bringing in countywide training, or delivering training in Participating Jurisdictions. SCDem will also designate representatives of Snohomish County and the Participating Jurisdictions to participate in the State's annual IPPW.

b. SCDem will maintain an Integrated Preparedness Plan (IPP) that describes the outcomes of the IPPW. SCDem will maintain an online training calendar and periodically distribute training and exercise opportunities to the Participating Jurisdictions.

c. SCDem will maintain a training program that adheres to state and federal guidance, including the National Incident Management System (NIMS) Training Plan, National Qualification System (NQS), and FEMA's Core Capability Development Sheets. The training program will offer a minimum of 75 training days each year, covering topics identified in the IPP, and to include (not limited to):

i. Incident Command System

- ii. Emergency Operations Center Skillset
- iii. Overview for Executives/Senior Officials (or equivalent)
- iv. Hazard Awareness
- v. Emergency Management Planning
- vi. Communications and Public Information (e.g. ARRL-approved HAM radio and/or Joint Information System/Center)
- vii. Upon request, SCDem will assist each Participating Jurisdiction in the development of a jurisdiction-specific NIMS compliance plan. This includes providing assistance in determining applicable courses and identifying online and in-person resources that can provide compliance-related courses. Participating Jurisdictions retain the responsibility to track individual training of their staff members and, per the State's policy, submit NIMS compliance reports.
- viii. Annually, SCDem will host the local delivery of courses from FEMA's Emergency Management Institute and/or the National Disaster Preparedness Consortium.
- ix. On behalf of each Participating Jurisdiction, SCDem will process applications to host training opportunities available through FEMA's Emergency Management Institute and/or the National Disaster Preparedness Consortium (or like training provider). The Participating Jurisdiction requesting such courses will be responsible for identifying a location and for covering any costs associated with the course delivery, e.g. refreshments.

d. SCDem will maintain an exercise program that adheres to state and federal guidance, including the Homeland Security Exercise and Evaluation Program (HSEEP) and applicable grant requirements. Unless otherwise specified, the intent of SCDem's exercise program is to evaluate established plans and/or procedures and identify ways to improve those plans and/or procedures. The exercise program includes:

- i. Every three years SCDem will conduct a countywide functional exercise that evaluates Snohomish County's CEMP, the procedures used in the Snohomish County Emergency Operations Center, and our ability to coordinate with jurisdictions throughout Snohomish County. SCDem strongly encourages all Participating Jurisdictions to participate in that exercise and will provide technical assistance in the development of their exercise plan. In the years between the countywide functional exercise, SCDem will coordinate progressively challenging exercise to develop emergency response capabilities identified annually in the IPP. These may include (not limited to) CPOD, damage assessment, and/or communications.
- ii. Countywide, SCDem will conduct monthly communications drills with Participating Jurisdictions to ensure the viability of various means of communications.

4. Readiness and Response: SCDem and Participating Jurisdictions will coordinate their emergency response activities to endeavor to minimize death, injury, and damages to property, the economy, and the environment during natural, technological or human-caused disasters.

a. SCDEM will maintain a 24 hour per day Duty Officer, who will serve as the primary point of contact to address emergency management-related requests on behalf of Participating Jurisdictions. The Duty Officer will be available via direct cell phone number and via Snohomish County 911.

b. As resources allow, SCDEM will utilize multiple means of communication to notify, warn, and/or provide information and instruction to the general public regarding impending or occurring disasters.

c. SCDEM will maintain and, when necessary, activate the Snohomish County Emergency Operations Center (SCEOC) and implement the Snohomish County CEMP and applicable procedures. The SCEOC may activate in anticipation of, or immediately after, catastrophic incidents as defined by RCW 38.52.010(6). The SCEOC may also activate to provide support during pre-planned events or at the approved request of a Participating Jurisdiction. Requests to activate the SCEOC will be made via the Duty Officer to the SCDEM Director. The decision to activate the SCEOC, and at what level, is made by the SCDEM Director or the appropriate designee in the SCDEM line of succession.

d. SCDEM will maintain and, when necessary, activate the Snohomish County Joint Information Center (SCJIC) and applicable procedures. The SCJIC may activate in anticipation of, or immediately after, disasters as defined by RCW 38.52.010(6). The SCJIC may also activate to provide support during pre-planned events or at the request of a Participating Jurisdiction. Requests to activate the SCJIC will be made via the Duty Officer to the SCDEM Director. The decision to activate the SCJIC, and at what level, is made by the SCDEM Director or the appropriate designee in the SCDEM line of succession

e. When activated, the SCEOC will coordinate resource requests among affected jurisdictions within Snohomish County. The SCEOC will also make available the County's emergency resources not required for use elsewhere during emergencies, the use of which shall be determined and prioritized by SCEOC. When necessary, SCDEM will request state and federal resources on behalf of the Participating Jurisdictions through Washington's established emergency management protocols, i.e., from the SCEOC to the Washington State Emergency Operations Center. The Participating Jurisdictions agree that the County shall remain harmless in the event of non-availability or non-performance of requested resources.

f. When activated, the SCEOC will coordinate situational awareness among affected jurisdictions within Snohomish County, and with regional and state partners.

g. When activated, the SCJIC shall coordinate public information and messaging by all means practicable to inform the public about critical lifesaving and life-sustaining information. Participating Jurisdictions will identify appropriate points of contact with whom the JIC will communicate to form the information network commonly referred to as the Joint Information System (JIS).

h. When requested, and at the discretion of the SCDEM Director or the appropriate designee in the SCDEM line of succession, SCDEM will deploy a liaison to the participating jurisdiction to directly assist with incident management, technical support and assistance, and/or use of mobile assets. During activation of the SCEOC, SCDEM may request that Participating Jurisdictions deploy liaisons to the Snohomish County EOC to enhance communication between the SCEOC and the incident site(s).

i. Upon determining that a disaster as defined by RCW 38.52.010(6) has happened or is imminent, SCDEM will, under the provisions of SCC Chapter 2.36, initiate through the County Executive a Proclamation of Emergency for Snohomish County. Upon determining that a disaster as defined by RCW 38.52.010(6) has happened or is imminent, Participating Jurisdictions will, under the provisions of applicable code, initiate through the Participating Jurisdiction's appropriate authority a Proclamation of Emergency for their jurisdiction. Participating Jurisdictions will notify SCDEM as soon as practicable of their intent to proclaim a disaster and provide SCDEM with a copy of the proclamation as soon as practicable.

5. Coordinating Disaster Recovery Activities. SCDEM and Participating Jurisdictions will coordinate their disaster recovery activities to endeavor to restore critical services and establish a new normal for the affected area(s) as quickly as possible.

a. SCDEM, in conjunction with the State's Emergency Management Division (EMD) and the Federal Emergency Management Agency (FEMA), will coordinate the formal post-disaster preliminary damage assessment (PDA) process. Participating Jurisdictions will be responsible for tracking and reporting activities potentially reimbursable by federal and/or state disaster assistance programs. Each participating jurisdiction remains responsible for the costs it incurs.

b. In the aftermath of a disaster as defined by RCW 38.52.010(6), SCDEM will initiate the transition of disaster response to disaster recovery. This includes implementing the Snohomish County Disaster Recovery Framework and establishing the Recovery Support Functions found therein. When requested, Participating Jurisdictions will identify points of contact to be integrated into this process.

6. Volunteer / Emergency Worker Management: SCDEM will work in collaboration with participating jurisdictions to develop volunteer capabilities that augment participating jurisdictions' local disaster response efforts; specifically, the Snohomish County Auxiliary Communications Service (ACS)

a. Participating Jurisdictions will identify potential ACS volunteers. SCDEM will facilitate their registration as emergency workers in accordance with the Washington State Emergency Workers' Program and maintain a central database of these volunteers.

b. SCDEM will coordinate quarterly Community Emergency Response Team (CERT) leadership meetings for a countywide CERT capability. In this capacity, SCDEM will support volunteer team coordinators of self-organized and governed CERTs with potential resource information. Potential CERT volunteers will be directed by SCDEM to their nearest

hosted/supported programs. SCDEM will facilitate their registration as emergency workers in accordance with the Washington State Emergency Workers' Program and maintain a central database of these volunteers.

- i. SCDEM, in collaboration with the team coordinators, will support development and maintenance of countywide CERT policies that ensure consistency and are applicable to all of the regional teams.

- c. SCDEM will provide oversight to the Snohomish County Auxiliary Communications Service (ACS) function, which provides redundant emergency communications services to SCDEM, its Participating Jurisdictions, as well as hospitals and the Snohomish County Regional Chapter of the American Red Cross. SCDEM will assign trained ACS volunteers to augment Participating Jurisdictions' EOCs.

- d. Using volunteers (as groups or individuals) for activities outside of the scope of their intended purpose and/or training places them outside of the scope of RCW 38.52.180, Chapter 118-04 WAC, and this Agreement. These volunteers cannot be afforded protection under the Washington State Emergency Workers Program; therefore Participating Jurisdictions desiring to expand the use of volunteers beyond the scope established by SCDEM are required to provide coverage in accordance with L&I Industrial Insurance regulations.

7. Outreach and Education: SCDEM will work in conjunction with participating jurisdictions to provide disaster-related outreach and education to improve overall community resilience.

- a. SCDEM will develop, promote, and make available to Participating Jurisdictions preparedness materials related to its "Individually Prepared, Together Resilient" and "Know Your Hazards" campaigns, and procure and make available FEMA-produced preparedness materials and/or WA Emergency Management Division preparedness materials. The amount of preparedness materials provided will be made on a case-by-case basis and based upon available supply.

- b. SCDEM will develop and promote individual preparedness messages to be delivered via its affiliation with local radio stations.

- c. SCDEM will develop and promote disaster preparedness information to be disseminated during September, which is FEMA's National Disaster Preparedness month. This will include the development and publication of DEM's annual preparedness Guide to be delivered via its affiliation with local printed media.

- d. Upon request, and when practicable, SCDEM will deliver preparedness presentations on behalf of a Participating Jurisdiction. Such requests should be made at least 14 days prior to the presentation. Participating Jurisdictions are responsible for providing an adequate facility and incurs any extraordinary costs associated with such events, e.g. refreshments, room rental costs, etc.

e. Annually, SCDEM will produce an annual report that summarizes its major activities for the previous year. The annual report will be distributed to the Participating Jurisdictions and the Director will be available, upon request, to present it to each Participating Jurisdiction's elected officials.

8. SCDEM Resources: SCDEM maintains a number of resources that, when practicable, will be made available to Participating Jurisdictions. Requests for their deployment shall be made to the SCDEM Duty Officer or, when activated, the Snohomish County EOC. Examples of some key resources include:

a. Command vehicle, commonly referred to as a "ComVan." A command vehicle provides a motorized, self-contained, climate-controlled capability to augment incident management. SCDEM provides operator training, but does not typically provide an operator. Requests for an operator will be considered on a case-by-case basis, but it is the primary responsibility of the requesting Jurisdiction to identify, maintain, and provide qualified operators.

b. Communications vehicle, commonly referred to as "DEM 10." The communications vehicle provides a motorized, self-contained, climate-controlled capability to augment communications.

c. Mobile IT Response Units (MITRUs). MITRUs are mobile communications trailers, equipped with an array of supplies and equipment to enable emergency communications, including internet, local network functionality¹, radio communications, and equipment to support basic operations.

d. Mobile Emergency Operations Center (MEOC). The MEOC is a trailer equipped with supplies like tables, chairs, light sets, pop-up tents, etc. that can support an alternate EOC capability.

e. Alert and Warning. SCDEM will maintain a system that provides alert and warning to county residents. Access to this system will be through Sno911, the SCDEM Duty Officer or, when activated, the Snohomish County EOC.

¹ A local network is defined as a group of two or more connected computers that can share resources like a printer, an internet connection, an application, etc.

Schedule B
Description of Additional Emergency Management Services

The County offers additional services that the Participating Jurisdiction may choose from in addition to the basic emergency management services described in Schedule A. If, during the course of this Agreement, a Participating Jurisdiction desires additional service(s) as described below, the Tribe shall notify SCDem in writing as early as practicable prior to the delivery of the desired additional service(s). The cost and timing of the delivery of any Additional Service(s) shall be agreed upon by the Administrators of this Agreement. One half of the cost of additional service(s) shall be added to the quarterly invoice after the Participating Jurisdiction notifies SCDem and the remaining half shall be added to the quarterly invoice that follows the delivery of the additional service(s)

1. Planning:

a. SCDem will provide technical assistance to develop a functional emergency management plan or procedure. Examples of a functional plan include mass fatality plans and disaster debris management plans.

Participating Jurisdiction elects this service: _____
(initial)

2. Training and Exercise:

a. SCDem will provide one jurisdiction-specific training opportunity.

Participating Jurisdiction elects this service: _____
(initial)

b. SCDem will provide one jurisdiction-specific exercise opportunity. Scheduling this exercise shall occur at the annual IPPW.

Participating Jurisdiction elects this service: _____
(initial)

c. SCDem will process Participating Jurisdiction's application for FEMA's Integrated Emergency Management Course.

Participating Jurisdiction elects this service: _____
(initial)

3. Readiness and Response:

a. On behalf of the Participating Jurisdiction, SCDEM will provide technical support for the development of jurisdiction-specific emergency operations capability.

Participating Jurisdiction elects this service: _____
(initial)

4. Outreach and Education:

a. SCDEM will develop and promote a jurisdiction-specific outreach campaign.

Participating Jurisdiction elects this service: _____
(initial)

5. Communications Support:

a. SCDEM's Communications Officer will provide technical support to ensure interoperable radio communications; specifically, procure and install compatible communications hardware.

Participating Jurisdiction elects this service: _____
(initial)

Schedule C
Expectations of Participating Jurisdiction

As stated in Section 4 of the Agreement, the services provided by SCDEM augment the participating jurisdictions. This schedule outlines some, but not all, of the areas for which the Participating Jurisdictions retain responsibility.

1. General:

a. In accordance with RCW 38.52.070, each Participating Jurisdiction will establish a local emergency management organization and appoint a director who will serve as the point of contact for SCDEM.

b. In accordance with SCC 2.36, each Participating Jurisdiction will designate representatives to the DEM Advisory Board and attend the quarterly meetings. The Advisory Board shall advise the director of emergency management in recommending to the executive actions on emergency management plans; the department's budget; rate schedules for emergency management service charges paid by contracting agencies; grant applications and utilization of awarded grant funds; and other matters as requested by the county executive or the director.

2. Planning:

a. Participating Jurisdictions will maintain a CEMP that meets the requirements set forth in RCW 38.52.030 and WAC 118-30-060. CEMPs shall include an analysis of the natural, technological, or human caused hazards that could affect the jurisdiction; will describe a NIMS-compliant incident management structure for use during multiagency/multijurisdictional operations; and include the procedures to be used during emergencies for coordinating local resources.

b. Participating Jurisdictions will maintain an HMP annex that meets the requirements set forth in the Disaster Mitigation Act of 2000 (DMA2K) and 44 CFR §201.6. The local HMP annex is required to be approved by FEMA and locally adopted in order to be eligible for any federal Hazard Mitigation Assistance (grant programs).

c. Participating Jurisdictions will identify a primary and alternate point of contact for each planning effort. Participating Jurisdictions will convene work groups and provide meeting space as necessary to facilitate the development of plans including the jurisdiction's comprehensive emergency management plan, hazard mitigation plan, functional emergency management plans, etc., as applicable.

3. Training and Exercise:

a. With SCDEM's assistance, Participating Jurisdictions will develop jurisdiction-level NIMS compliance plans. Participating Jurisdictions retain the responsibility to track individual training of their staff members.

b. Participating Jurisdictions desiring to schedule specific training and exercise opportunities should do so by sending a representative to the annual Integrated Preparedness Planning Workshop (IPPW). Facilitating training and exercise opportunities not scheduled at the IPPW shall be at the discretion of the SCDem Director.

4. Coordinating Disaster Response Activities: Participating Jurisdictions will coordinate, to the extent practicable, their emergency response activities with and through SCDem to endeavor to minimize death, injury, and damages to property, the economy, and the environment during natural, technological or human-caused disasters.

a. During, or in anticipation of disasters as defined by RCW 38.52.010(6), affected Participating Jurisdictions will activate their incident management structure and Comprehensive Emergency Management Plan, and notify SCDem as soon as practicable.

b. When activated, Participating Jurisdictions will request County, state and/or federal resources through established emergency management protocols, i.e. from the SCEOC to the Washington State Emergency Operations Center. The Participating Jurisdictions agree that the County shall remain harmless in the event of non-availability or non-performance of requested resources.

c. Participating Jurisdictions shall submit incident-related information to the SCEOC and the SCEOC shall develop and provide comprehensive situation reports to the Participating Jurisdictions, as well as to regional and state partners.

d. Participating Jurisdictions will identify appropriate points of contact with whom the SCJIC will communicate to form the information network commonly referred to as the Joint Information System (JIS).

e. When requested and practicable, Participating Jurisdictions will deploy liaisons to the Snohomish County EOC to enhance communication between the SCEOC and the incident site(s).

f. Upon determining that a disaster as defined by RCW 38.52.010(6) has happened or is imminent, Participating Jurisdictions will, under the provisions of applicable code, initiate through the jurisdiction's appropriate authority a Proclamation of Emergency for their jurisdiction. Participating Jurisdictions will notify SCDem as soon as practicable of their intent to proclaim a disaster and provide SCDem with a copy of the proclamation as soon as practicable.

5. Coordinating Disaster Recovery Activities. SCDem and Participating Jurisdictions will coordinate their disaster recovery activities in order to endeavor to restore critical services and establish a new normal for the affected area(s) as quickly as possible.

a. Participating Jurisdictions will be responsible for tracking and reporting activities potentially reimbursable by federal and/or state disaster assistance programs. Each participating jurisdiction remains responsible for the costs it incurs.

b. In the aftermath of a disaster as defined by RCW 38.52.010(6), SCDEM will initiate the transition of disaster response to disaster recovery. This includes implementing the Snohomish County Disaster Recovery Framework and establishing the Recovery Support Functions found therein. When requested, Participating Jurisdictions will identify points of contact to be integrated into this process.

6. Volunteer / Emergency Worker Management: SCDEM will work in collaboration with participating jurisdictions to develop volunteer capabilities that augment participating jurisdictions' local disaster response efforts; specifically, Community Emergency Response Teams (CERT) and/or the Snohomish County Auxiliary Communications Service (ACS).

a. Participating Jurisdictions will identify potential volunteers to affiliate with CERT and/or ACS.

b. Participating Jurisdictions acknowledge that using volunteers (as groups or individuals) for activities outside of the scope of their intended purpose and/or training places them outside of the scope of RCW 38.52.180, Chapter 118-04 WAC, and this Agreement. These volunteers cannot be afforded protection under the Washington State Emergency Workers Program; therefore Participating Jurisdictions desiring to expand the use of volunteers beyond the scope established by SCDEM are required to provide coverage in accordance with L&I Industrial Insurance regulations.

7. Outreach and Education: SCDEM will work in conjunction with participating jurisdictions to provide disaster-related outreach and education in order to improve overall community resilience. Participating Jurisdictions desiring presentations will make such requests made at least 60 days prior to the presentation.

8. SCDEM Resources: SCDEM maintains a number of resources that, when practicable, will be made available to Participating Jurisdictions. Requests for their deployment shall be made as early as possible to the SCDEM Duty Officer or, when activated, the Snohomish County EOC. When requesting a ComVan, the Participating Jurisdiction bears the primary responsibility for providing a qualified driver and should not expect SCDEM to provide an operator.

Schedule D
**2025 Annual Service Fees by
Jurisdiction**

2025 Annual Service Fees			
Jurisdiction	April 1, 2024 Population Est.¹	2025 Per Capita Rate²	2025 Service Fees³
Arlington	22,980	\$1.44	\$33,091
Brier	6,600	\$1.44	\$9,504
Darrington	1,515	\$1.44	\$2,182
Edmonds	43,420	\$1.44	\$62,525
Gold Bar	2,310	\$1.44	\$3,326
Granite Falls	4,775	\$1.44	\$6,876
Index	160	\$1.44	\$230
Lake Stevens	41,540	\$1.44	\$59,818
Lynnwood	41,500	\$1.44	\$59,760
Mill Creek	21,630	\$1.44	\$31,147
Monroe	20,830	\$1.44	\$29,995
Mountlake Terrace	24,260	\$1.44	\$34,934
Mukilteo	21,590	\$1.44	\$31,090
Snohomish	10,350	\$1.44	\$14,904
Stanwood	8,865	\$1.44	\$12,766
Sultan	7,160	\$1.44	\$10,310
Woodway	1,345	\$1.44	\$1,937
Tulalip Tribes ⁴	2,944	\$1.44	\$4,239
Stillaguamish Tribe ⁵	387	\$1.44	\$569

¹Source: Based on projected growth and the State of Washington, Office of Financial Management, April 1, 2024 Estimates; <https://ofm.wa.gov/washington-data-research/population-demographics/population-estimates/april-1-official-population-estimates>.

² The 2023 rate (\$1.38) increased by the February to February CPI-W for Seattle-Bellevue-Everett (4.2%) = \$1.43796.

³The 2025-26 estimated annual service fees are based on the April 1, 2024 population estimate multiplied by the per capita rate.

⁴The Tulalip Tribes population numbers will be obtained from the Tulalip Tribes Enrollment Department every year.

⁵The Stillaguamish Tribe population numbers will be obtained from the Stillaguamish Tribe Enrollment Officer every year.



CITY COUNCIL AGENDA BILL

Subject: Consideration to approve the City of Granite Falls' EFT Financial Policy.

Action Recommended: Approve the City of Granite Falls' EFT Financial Policy.

Originating Dept.: Deputy City Manager

Approval(s): ☒ City Manager
Public Works

☒ Finance
Planning

Attorney

Other: _____

Meeting Date: September 18, 2024

Date Submitted: September 12, 2024

Exhibit(s): DRAFT EFT Financial Policy

Budgeted Amount: N/A

BARS Code: N/A

Summary Statement:

The City of Granite Falls is committed to upholding the highest standards of transparency, accountability, and security in all its financial operations. In line with these principles, the City has implemented a comprehensive Electronic Funds Transfer (EFT) Financial Policy. This policy serves as a detailed framework to provide guidance to City staff on the proper procedures for initiating wire transfers and to safeguard City funds from any potential risks or unauthorized activities.

Background:

Overview of the City of Granite Falls EFT Financial Policy

I. Segregation of Duties

- Requiring two individuals to authorize wire transfers
- Separating banking responsibilities from payment processes

II. Verification Process

- Authenticating wire transfer requests, especially those received via email
- Direct verification with taxing districts
- Documentation of all verification processes

III. Validation of Wiring Instructions

- Confirming wiring instructions directly with the payee, preferably over the phone
- Documenting any changes to wiring instructions and the verification process

IV. Verification of Contact Information

- Verifying any changes to contact information for individuals submitting wire transfer requests



V. Management Review and Approval

- Review and approval of verification documentation before initiating wire transfer

VI. Security Measures

- Creating wiring instructions with signatures and verification of wire transfer and wiring instructions
- Limiting wire transfer requests to one approved method
- Encrypting email information and direct verification with the payee if email is used
- Special approval required to send a wire transfer

VII. Wire Transfer Approval Process

- Finance director's approval and verification of necessity for wire transfer

VIII. Non-ACH Wires

- Performance of non-ACH wires at the city's bank

IX. Active Monitoring

- Comparing the bank's wire receipt with the original documentation
- Regular review of bank activity to identify issues
- Using published or reported fraudulent incidents to inform the risk assessment process

Recommendation:

City staff recommends that the City Council approve the City of Granite Falls' EFT Financial Policy.

Recommended Motion: Motion to approve the City of Granite Falls' EFT Financial Policy.

City of Granite Falls EFT Financial Policy

- The City of Granite Falls established segregation of duties to reduce risk, such as requiring two individuals to authorize a wire transfer and separating banking responsibilities from payment processes.
- The City will request the bank to offer a callback service for final approval to release funds for non-repetitive wire transfers.
- The City requires the wiring bank to verify the city's account ownership.
- Verification process:
 - o Employees must authenticate any wire transfer requests, especially those received via email, using existing contact information to confirm the request. Direct verification with taxing districts is crucial. All verification processes should be documented as part of the policy.
 - o Employees will validate the accuracy of wiring instructions by confirming them directly with the payee, preferably over the phone, using known and reliable contact information. Any changes to wiring instructions should undergo the verification process again, and it's essential to document how the verification was performed.
 - o Staff will verify any changes to contact information for individuals submitting wire transfer requests, including employees and taxing districts, to confirm the validity of the requested changes.
 - o City Management will review and approve verification documentation before initiating the wire transfer.
- When sending a wire transfer, create wiring instructions to include the reason for the transfer, the requestor's and approver's signatures, and verification of the wire transfer and wiring instructions.
- To ensure security, limit wire transfer requests to one approved method.
- The City will try not to email wire instructions to affiliated parties. If email is used, ensure the information is encrypted and directly verified with the payee.
- Special approval is required to send a wire transfer.
 - o All wire transfer payments require approval from the finance director, who should verify the necessity of the wire transfer based on the situation.
- Non-ACH wires will be performed at the city's bank.
- Active monitoring:
 - o Compare the bank's wire receipt with the original documentation.
 - o Regularly review your bank activity to identify issues promptly.
 - o Use published or reported fraudulent incidents to inform your risk assessment process.



Memo

To: City Council
From: Eric Jensen, Community Development Director
CC: City Manager Brent Kirk
Date: September 12, 2024
Re: **Community Development Memo to City Council
September 25th Land Use Issues Workshop**

In preparation for Council input on the draft Comprehensive Plan Periodic Update, staff will be providing the following relevant land use matters to consider for discussion at the September 25th Land Use Issues workshop:

- **Urban Growth Area boundary** – no change; no increase/decrease
- **Annexations to City** – none proposed or desired (possibly American Legion Cemetery)
- **Mountain Loop Highway Subarea zoning** – Low to Medium Density Residential options v. Industrial zoning in the area
- **Mixed Use land use** – currently permitted only to Central Business District; residential component is only allowed above commercial/office/retail
- **Galena Street zoning** – potential change of use for adjacent southerly properties/area
- **Middle Housing** – viability of demonstration projects presented by WWU students
- **Park and Ride** – feasible new locations once current site is redeveloped
- **Public Works building/operations** – discussion of new location options on Gun Club Rd
- **Community Center** - associated site improvements and facilities at current Park n Ride Lot
- **West Granite Falls Subarea** – Residential layout and circulation

Memo to City Council
September 25th Land Use Issues Workshop

For the workshop, Staff will be presenting their current position on the various subject matters listed above as well as the recommendations of the Planning Commission and recommendations and goals as listed in the draft Comprehensive Plan to date.



Memo

To: City Council
From: Eric Jensen, Community Development Director
CC: City Manager Brent Kirk
Date: September 12, 2024
Re: **New legislation for Local Permitting guidelines (SSB5290)**

We will soon be undertaking an important amendment to the City's Municipal Code (GPMC) as it pertains to land use permit review processes. As part of this effort, I will be providing you folks with a presentation on the impacts we will face from recent State legislation and what parts of the GPMC we will need to update.

Signed into law in 2023, Senate Bill (SB) 5290, contained **several** changes to Chapter 36.70B RCW (the Local Project Review Act) that will alter how public development review occurs at the local level. This memo addresses **one** of them and how its timeliness is of great importance.

The following is a short summary of the key points facing us presently (the deadline is January 1, 2025):

As per SB 5290, issuance of final decisions on application for land use review must now occur within the following time frames:

- **65 Days:** For project permits that do not require public notice under RCW 36.70B.110, a local government must issue a final decision within 65 days of the determination of completeness under RCW 36.70B.070.
- **100 Days:** For project permits that require public notice under RCW 36.70B.110, a local government must issue a final decision within 100 days of the determination of completeness under RCW 36.70B.070.
- **170 Days:** For project permits that require public notice under RCW 36.70B.110 and a public hearing, a local government must issue a final decision within 170 days of the determination of completeness under RCW 36.70B.070.

The number of days is calculated from the day a determination of completeness is issued and it excludes:

- The days between when a local government has notified the applicant that additional information is needed and when the local government receives the requested information;
- Any period during which the applicant has requested a temporary suspension of the review; and
- The time during which an administrative appeal is being considered.

Also, these new timelines are now based on calendar days, not business days. In the past, there was a 120 day clock that prevailed in enforcement of timely reviews for land use applications. Now it is more nuanced as shown in the breakdown of review periods above.

In review of the GFMC, it is clear that there will need to be some revisions made to confirm with this new legislation, but I do not anticipate much difficulty in the review and adoption of these regulations.

The biggest challenge as recognized by the State Department of Commerce is how they are delinquent in providing counties and cities with the necessary guidance on exactly how to fulfil the various legal obligations for conformance with the statutes. I learned in a webinar today that it may take months for this Commerce guidance to become available and transmitted out to local agencies.

I anticipate providing a staff report and recommendations at a public hearing to be scheduled before the Council in an upcoming meeting later this fall.